

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stone Source, LLC		02/11/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Graycliff Mezzanine II LP, as agent		
Street Address:	500 Fifth Avenue		
Internal Address:	47th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4611496	BEVELED ARABESQUE	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	493426-00016		
NAME OF SUBMITTER:	Evan P. Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	03/01/2016		
Total Attachments: 8			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO GRAYCLIFF MEZZANINE II LP PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS OF THE FIRST LIEN AGENT AND THE OTHER FIRST LIEN CLAIMHOLDERS (EACH AS DEFINED IN THE INTERCREDITOR AGREEMENT DEFINED BELOW), INCLUDING THE LIENS AND SECURITY INTERESTS GRANTED TO PNC BANK, NATIONAL ASSOCIATION ("PNC"), AS AGENT, PURSUANT TO AND IN CONNECTION WITH THAT CERTAIN AMENDED AND RESTATED REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT, DATED AS OF SEPTEMBER 17, 2015 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, MODIFIED, REFINANCED, RENEWED, EXTENDED OR REPLACED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF), BY AND AMONG PNC, AS AGENT AND A LENDER THEREUNDER, THE OTHER LENDERS FROM TIME TO TIME PARTY THERETO, STONE SOURCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS THE BORROWER AND THE GUARANTORS FROM TIME TO TIME PARTY THERETO AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE GRAYCLIFF MEZZANINE II LP OR ANY OTHER SECURED PARTY HEREUNDER IS SUBJECT TO THE LIMITATIONS AND PROVISIONS CONTAINED IN THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF SEPTEMBER 17, 2015 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, MODIFIED, REFINANCED OR REPLACED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT"), BY AND AMONG PNC, AS THE FIRST LIEN AGENT, GRAYCLIFF MEZZANINE II LP, A DELAWARE LIMITED PARTNERSHIP, AS THE SECOND LIEN AGENT, AND STONE SOURCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS THE BORROWER, AND THE GUARANTORS FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SUPPLEMENT NO. 1 TO TRADEMARK COLLATERAL

SECURITY AGREEMENT

THIS SUPPLEMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Supplement") is entered into as of February 11, 2016, by and among Stone Source, LLC, a Delaware limited liability company located at 215 Park Avenue South, New York, New York 10003 ("Borrower") and Graycliff Mezzanine II LP as agent for Lenders (in such capacity, "Agent").

WITNESSETH:

WHEREAS, Borrower owns the Trademarks (as defined in the Trademark Security Agreement defined below) shown in the attached Schedule A, for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown on the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC Bank, National Association ("Graycliff") and various other lenders (collectively, "Lenders") and Graycliff as agent for Lenders ("Agent"),

pursuant to (i) that certain Credit, Term Loan and Security Agreement, dated as of September 17, 2015, among Agent, Lenders and Borrower (as amended, restated, amended and restated, refinanced, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement") and (ii) that certain Trademark Collateral Security Agreement, dated as of September 17, 2015, made by Borrower in favor of Agent and Lenders (as amended, modified, restated or supplemented from time to time, collectively, the "Trademark Security Agreement"; together with the Loan Agreement, the "Agreements"; capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Agreements); and

WHEREAS, pursuant to the Agreements, Borrower has granted to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Trademarks, the goodwill of the Borrower's business connected with and symbolized by the Trademarks, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore, and all proceeds of the foregoing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby agree as follows:

SECTION 1. Grant of Security. Borrower hereby reaffirms, confirms and ratifies the Borrower's prior grant to Agent, for the ratable benefit of itself and the Lenders, of a security interest in, all of its right, title and interest in and to all of the Collateral (as defined in the Trademark Security Agreement) of Borrower, whether now owned or hereafter acquired by Borrower, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of Borrower set forth on the attached supplemental Schedule A to Schedule A to the Trademark Security Agreement.

SECTION 2. Security for Obligations and Indebtedness. The grant of a security interest in the Collateral by Borrower under this Supplement, secures the payment in full of all Obligations and Indebtedness now or hereafter existing under or in respect of the Loan Agreement and the Other Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Supplement to Schedule A to Trademark Security Agreement. Borrower has attached hereto as Schedule A a supplement to Schedule A to the Trademark Security Agreement, which supplements the existing Schedule A to the Trademark Security Agreement in by adding the Trademarks set forth thereon, and Borrower hereby certifies, as of the date first above written, that such supplemental Schedule A has been prepared by Borrower in substantially the form of the equivalent Schedule A to the Trademark Security Agreement, and such supplemental Schedule A includes all of the information required to be scheduled to the Trademark Security Agreement and does not omit to state any information material thereto.

SECTION 4. Representations and Warranties. Borrower hereby makes each representation and warranty set forth in Section 3 of the Trademark Security Agreement (as supplemented by the attached supplemental Schedule A) on and as of the date hereof.

SECTION 5. Reaffirmation of Trademark Security Agreement. Borrower hereby reaffirms and ratifies, as of the date hereof, Borrower's agreement to be bound by all of the terms and provisions of the Trademark Security Agreement. Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.


SECTION 6. Governing Law. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Other Document. In addition to and without limitation of any of the foregoing, this Supplement shall be deemed to be an Other Document and shall otherwise be subject to all of terms and conditions contained in Section 15.1 of the Loan Agreement, *mutatis mutandis*.

(SIGNATURE PAGE FOLLOWS)


IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed by their respective officers and members thereunto duly authorized, as of the date indicated above.

STONE SOURCE, LLC

By: 
Name: Ronald Pierce
Title: Executive Vice President &
Chief Operating Officer

GRAYCLIFF MEZZANINE II LP, as Agent
By: Graycliff SBIC Investors GP LP, its general
partner

By: Graycliff SBIC Partners GP LLC, its general
partner

By: 
Name: Stephen Hindmarch
Title: Manager

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the 11th day of February, 2016, before me personally came Stephen Hindmarch to me known, who being by me duly sworn, did depose and say he is the Manager of Graycliff SBIC Partners GP LLC, the general partner of Graycliff SBIC Investors GP LP, the general partner of GRAYCLIFF MEZZANINE II LP, the Delaware limited partnership described in and which executed the foregoing instrument; and that he signed his name thereto by order of the general partner of limited partnership.



Notary Public

My Commission Expires:

CRYSTAL ANN GRACIANI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GR6272461
Qualified in Kings County
My Commission Expires November 19, 2016

SCHEDULE A

Schedule A to Supplement No. 1 to Trademark Collateral Security Agreement, dated February 11, 2016, by and between Stone Source, LLC, as Borrower and PNC Bank, National Association, as Agent.

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
BEVELED ARABESQUE	REGISTERED	85893021	02-APR- 2013	4611496	23-SEP- 2014